

MINUTES, LIMESTONE COUNTY COMMISSION, JANUARY 7, 2013

The Limestone County Commission met in a regular meeting today, at 10:00 a.m. at the Clinton Street Courthouse Annex, 100 South Clinton Street, Athens, Alabama.

PRESENT: Gary Daly, Steve Turner, and James W. "Bill" Latimer. Absent: Ben Harrison. Stanley Menefee, Chairman presided.

The meeting began with the Pledge of Allegiance.

MOTION was made by James W. "Bill" Latimer and seconded by Steve Turner to approve the minutes of December 17, 2012 & January 2, 2013.

The Chairman asked if there was any discussion. There was no discussion. The Chairman called the roll. Gary Daly, aye; Steve Turner, aye; and James W. "Bill" Latimer, aye. Motion carries unanimously.

MOTION was made by Gary Daly and seconded by James W. "Bill" Latimer to approve the following claims

12/14/12	Check # 22296 - 22363	\$ 1,538,080.88
12/18/12	Check # 22364	\$ 846.15
12/21/12	Check # 22365 - 22453	\$ 472,740.31
12/28/12	Check # 22454 - 22507	\$ 231,355.33
12/28/12	Check # 22508	\$ 7,081.60
	TOTAL	\$ 2,250,104.27

with detailed claims of the above being on file for review upon request to the County Administrator.

The Chairman asked if there was any discussion. There was no discussion. The Chairman called the roll. Gary Daly, aye; Steve Turner, aye; and James W. "Bill" Latimer, aye. Motion carries unanimously.

MOTION was made by James W. "Bill" Latimer and seconded by Steve Turner to authorize the Chairman to execute the following agreement.

NONDISCLOSURE AGREEMENT **(Independent Contractor)**

THIS AGREEMENT is made this 7th day of January, 2013, by and between **the Limestone County Commission**, the governing body of Limestone County, Alabama, (hereinafter referred to as "**the County**"), and **Aleta Technologies, Inc. ("Aleta")**, an Alabama corporation.

RECITALS

Aleta is an independent contractor performing services for the Information Technology Department of the County (the "IT Department"), and Aleta and the County desire to enter into this Agreement setting forth certain rights and obligations of Aleta and the County respectively.

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NOW, THEREFORE, in consideration of Aleta being hired or continuing to be hired to perform services for the IT Department as an independent contractor and the acceptance by the County of Aleta's services and the payment by the County of compensation that Aleta will receive for such services, the covenants and agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Aleta and the County agree as follows:

1. Confidentiality.

1.1 Except as may be required in the performance of Aleta's services for the IT Department, Aleta will not at any time, whether during or after the termination of Aleta's relationship with the County, reveal to any person or organization any of the vulnerabilities or susceptibilities, trade secrets or Confidential Information (as hereinafter defined) of the County, and Aleta will not use or attempt to use any such information in any manner that may directly or indirectly injure or cause loss to the County. "Confidential Information" means technical or procedural information leading to loss or compromise of information or degradation of network performance, or information concerning the business of the County, including technical, financial and business information that is proprietary to the County or is not generally known by non-IT Department personnel unless it is or becomes publicly available through no fault of Aleta or unless it is disclosed by the County to third parties without similar restrictions and includes all work product relating to the County's business, computer software, methods, processes, designs, financial information, names of vendors, customers and clients and the nature and terms of contracts and agreements to which the County is a party. Confidential Information shall also include confidential information regarding the employees or customers of the County, including personally-identifiable information of employees of the County or the County's customers.

1.2 Confidential Information shall not include information that is publicly known and generally employed by persons of Contractor's current position, or the general skills and experience gained during Contractor's relationship with the County which Contractor could reasonably have been expected to acquire in a similar independent contractor relationship with another similar customer. The phrase "publicly known" shall mean readily accessible to the public in a written publication, and shall not include information that is only available by a substantial search of published literature, and information, the substance of which must be pieced together from a number of different publications and sources.

2. Miscellaneous.

2.1 Aleta represents that neither this Agreement nor Aleta's providing services to the County is not in conflict with any obligations Aleta currently has to any other person, entity, employer or former employer. Aleta agrees not to incur any such obligations during the term of his or her relationship with the County. Aleta will notify the County in writing before performing or causing to be performed any work for or on behalf of the County which appears to be in conflict with (1) rights claimed by Aleta in or to any Intellectual Property, proprietary items or Confidential Information, (2) rights

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of others arising out of obligations incurred by Aleta prior to entering into this Agreement, or (3) Contractor's obligations to the County under this Agreement. The County shall receive such disclosures in confidence. In the event of Aleta's failure to give notice of any such conflict, the County may conclude that no such conflict exists and Aleta agrees thereafter to make no claim against the County with respect to the use of any such Intellectual Property, proprietary items or Confidential Information by the County. Notwithstanding anything herein to the contrary, Aleta agrees that Aleta will not use any Intellectual Property owned by any other IT Department or person and not licensed by the County in carrying out the mission of Aleta, including the development of Intellectual Property and associated products and services of the County.

2.2 The parties agree that any breach of this Agreement could cause irreparable damage and that in the event of such breach the County shall have, in addition to any and all remedies at law, the right to an injunction, specific performance and other equitable relief to prevent the violation of Aleta's obligations hereunder.

2.3 No provision of this Agreement may be waived, modified or discharged unless such modification, waiver or discharge is agreed to in a writing signed by the parties. No waiver by either party at any time of any breach by the other party shall be deemed a waiver of similar or dissimilar provisions.

2.4 This Agreement may not be delegated, pledged, assigned or transferred in whole or in part by either party without the other party's prior written consent.

2.5 The validity, interpretation, construction and performance of this Agreement shall be governed by the laws of the State of Alabama applicable to Agreements made and to be performed in Alabama.

2.6 This Agreement supersedes and cancels any prior agreement entered into between Aleta and the County relating to the subject matter hereof (other than the consulting agreement and/or rules of engagement entered into by the parties).

2.7. In the event that any default by any party to this Agreement results in legal proceedings, the party adjudged to be in default shall pay, in addition to such other sums as may be due hereunder, the costs and expenses of such legal proceedings, including the reasonable attorney's fees of the other parties.

2.8 The provisions of this Agreement shall be severable and if any provision shall be invalid or void or unenforceable in whole or in part for any reason, the remaining provisions shall remain in full force and effect.

2.9 Each party to this Agreement hereby agrees to perform any further acts and to execute and deliver any documents which may be reasonably necessary in order to carry out the provisions of this Agreement.

2.10 Notwithstanding any rule or maxim of construction to the contrary, any ambiguity or uncertainty in this Agreement shall not be construed against either of the parties hereto based upon authorship of any of the provisions hereof.

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2.11 This Agreement may be executed by facsimile and may be executed in one or more counterparts, each of which, when taken together, shall constitute one and the same instrument.

2.12 Whenever appropriate to the meaning hereof, the singular shall include the plural and vice versa and words of any gender shall include all genders.

2.13 The captions of this Agreement are for convenience and reference only and neither constitute a portion of the agreement of the parties, nor define, describe, extend, or limit the scope or intent of any provision hereof.

IN WITNESS WHEREOF, this Agreement has been duly executed and delivered by Aleta and the County as of the date first above written.

LIMESTONE COUNTY COMMISSION

By: _____

Name: Stanley Menefee

Title: Chairman

ALETA TECHNOLOGIES, INC.

By: _____

Name: Jay R. Kurowsky

Title: President & CEO

The Chairman asked if there was any discussion. There was no discussion. The Chairman called the roll. Gary Daly, aye; Steve Turner, aye; and James W. "Bill" Latimer, aye. Motion carries unanimously.

MOTION was made by Steve Turner and seconded by Gary Daly to award the following bid proposal to the lowest responsible bidder meeting specifications as follows:

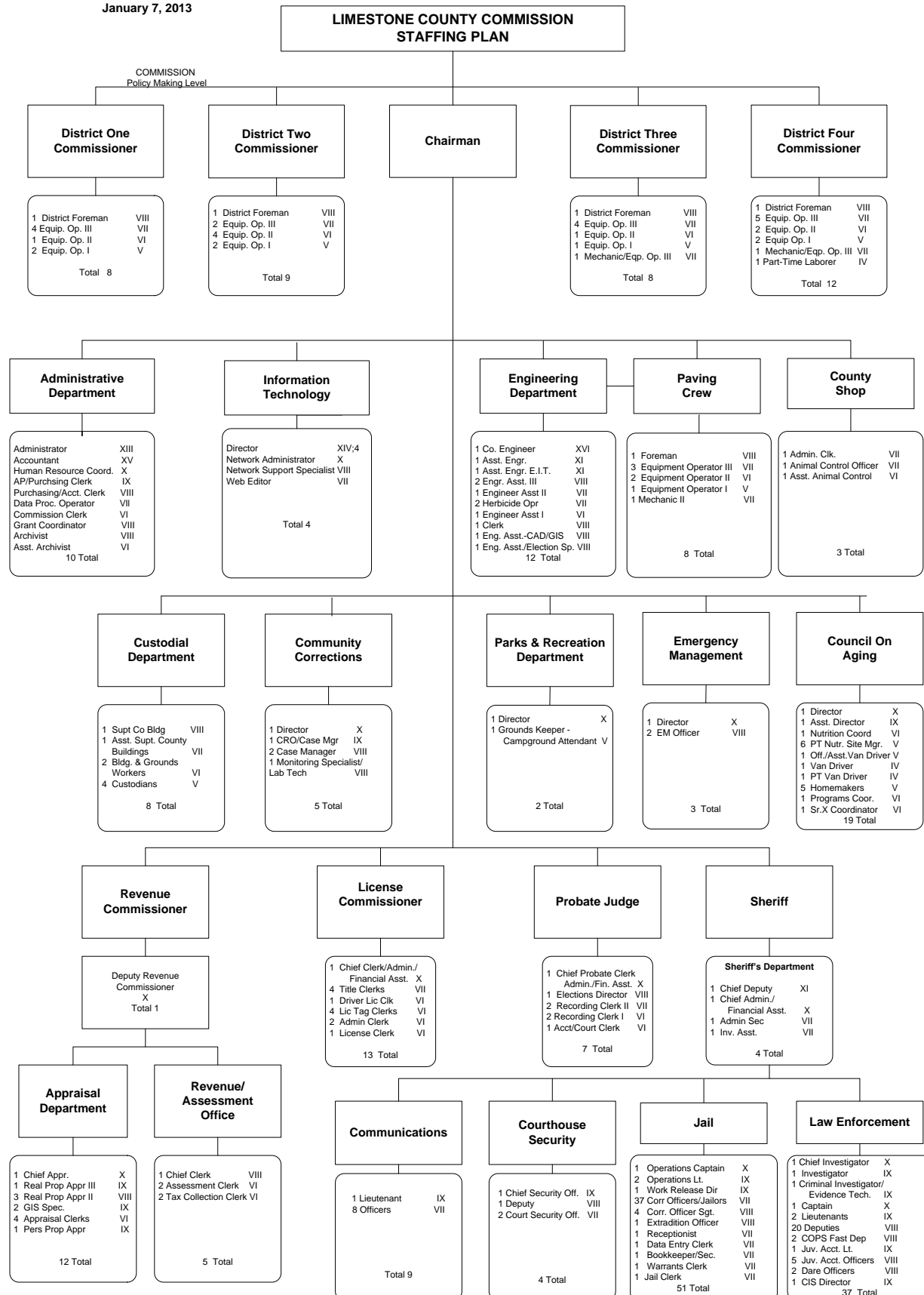
Proposal No.	Item	Awarded To	Amount
2415	Gasoline & Diesel	W. H. Thomas Oil Company	0.17 for gas & diesel

The Chairman asked if there was any discussion. There was no discussion. The Chairman called the roll. Gary Daly, aye; Steve Turner, aye; and James W. "Bill" Latimer, aye. Motion carries unanimously.

MOTION was made by Steve Turner and seconded by James W. "Bill" Latimer to employ Justin Brown as Equipment Operator II in the Paving Crew and to amend the Staffing Plan to remove the District Clerk position and to add one Equipment Operator II in District 2.

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The Chairman asked if there was any discussion. There was no discussion. The Chairman called the roll. Gary Daly, aye; Steve Turner, aye; and James W. "Bill" Latimer, aye. Motion carries unanimously.

MOTION was made by Gary Daly and seconded by James W. "Bill" Latimer to approve the following subdivision:

Name	S/D Type	Approval Type	Lots	District	Location
Carriage Park Sub. Lot 55 & Carriage Park Sub. II Lot 26 Replat	Minor	Preliminary & Final	2	2	Intersection of Brookhaven Circle Elmhurst Drive

The Chairman asked if there was any discussion. There was no discussion. The Chairman called the roll. Gary Daly, aye; Steve Turner, aye; and James W. "Bill" Latimer, aye. Motion carries unanimously.

MOTION was made by James W. "Bill" Latimer and seconded by Gary Daly to appropriate up to \$12,500.00 to the City of Athens for the construction of an access road into the Killen Property north of the Elm Street Industrial Park.

The Chairman asked if there was any discussion. There was no discussion. The Chairman called the roll. Gary Daly, aye; Steve Turner, aye; and James W. "Bill" Latimer, aye. Motion carries unanimously.

MOTION was made by Steve Turner and seconded by James W. "Bill" Latimer to remove the following items from inventory:

Department	Item	Inventory #
County Commission	Dell Computer	3520
County Commission	Gateway EX 2600	4435
Information Technology	Motion LE 1700 Tablet Computer	4602
Information Technology	Network Data & Voice Cabling	4625
Information Technology	Gateway E9515 R Server	4497
Information Technology	Infocus IN 5102 XGA 4000 Lum & DA Lite Contour Silent Motor	4720

The Chairman asked if there was any discussion. There was no discussion. The Chairman called the roll. Gary Daly, aye; Steve Turner, aye; and James W. "Bill" Latimer, aye. Motion carries unanimously.

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MOTION was made by Gary Daly and seconded by Steve Turner to sell a Kawasaki Mule on GovDeals (Inventory # 4909/17561) for District 4.

The Chairman asked if there was any discussion. There was no discussion. The Chairman called the roll. Gary Daly, aye; Steve Turner, aye; and James W. "Bill" Latimer, aye. Motion carries unanimously.

Chairman Menefee announced the Martin Luther King Day march and program on January 21, 2013, with the march starting at the Courthouse 9 a.m. to the Limestone County Event Center for the program.

Commissioner Daly stated the Commission is working on a resolution with the Limestone County School Board to possibly provided additional school security.

Recessed at 10:08 a.m. until 10:00 a.m. on Wednesday, January 16, 2013, at the Washington Street Courthouse Annex, 310 West Washington Street, Athens, AL.